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Attorneys for David L. Miller, Chapter 7 Trustee

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**IN THE UNITED STATES BANKRUPTCY COURT  
IN THE DISTRICT OF UTAH**

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In re:

ALL RESORT GROUP, INC.,  
*dba* All Resort Coach, Inc.; *dba* ARG  
Vehicle Service Center, LLC, *dba* LV  
Service Center; *dba* Park City  
Transportation, Inc.; *dba* Premier  
Transportation, Inc.; *dba* Resort Express, Inc.;  
*dba* All Resort Limousine; *dba* All Resort  
Transportation; *dba* Lewis Stages;  
*dba* Lewis Tours; *dba* Park City Reservations;  
*dba* Park City Shuttles; *dba* Park City  
Transportation Ski Express  
Shuttle; *dba* Redhorse Express; *dba* Salt  
Lake Airport Shuttle; *dba* Salt Lake City  
Airport Shuttle; *dba* SuperShuttle of Utah;  
*dba* Utah Airport Transportation; *dba* Xpress  
4 Less Taxi; *dba* Xpress 4 Less; *et al.*;

Debtor.

Case No. 17-23687

Chapter 7

Hon. R. Kimball Mosier

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**ORDER APPROVING TRUSTEE'S MOTION TO APPROVE SETTLEMENT  
AGREEMENT WITH CARING HEARTS WASTACH-IN-HOME CARE, LLC**

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This matter is before the Court upon the Trustee’s Motion for Entry of Order Approving Settlement Agreement with Caring Hearts Wastach-In-Home Care, LLC [Docket No. 744] (the “Motion”), requesting approval of the Settlement Agreement attached hereto as **Exhibit “1”** (the “Agreement”). The Court finds that jurisdiction is proper, and that notice of the Motion has been given to parties in interest. No objections to the Motion have been filed, and the time for filing objections has passed. Based on the Motion and the reasons set forth therein, the Court for good cause shown now **ORDERS** as follows:

The Motion is granted, and the Agreement is hereby approved.

\_\_\_\_\_**END OF DOCUMENT**\_\_\_\_\_

**DESIGNATION OF PARTIES TO BE SERVED**

Service of the foregoing **ORDER APPROVING TRUSTEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH CARING HEARTS WASTACH-IN-HOME CARE, LLC** shall be served to the parties and in the manner designated below:

**By Electronic Service:** I certify that the parties of record in this case as identified below, are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system:

- Brett N. Anderson    bretta@blackburn-stoll.com
- Troy J. Aramburu    taramburu@swlaw.com, mrudiger@swlaw.com,  
docket\_slc@swlaw.com, mwilkey@swlaw.com, bhatch@swlaw.com,  
awayne@swlaw.com
- Megan K Baker    baker.megan@dorsey.com, long.candy@dorsey.com
- Mona Lyman Burton    intaketeam@hollandhart.com; slclitdocket@hollandhart.com;  
lcpaul@hollandhart.com
- Deborah Rae Chandler    dchandler@aklawfirm.com
- Joseph M.R. Covey    calendar@parrbrown.com; nmckean@parrbrown.com
- P. Matthew Cox    bankruptcy\_pmc@scmlaw.com
- T. Edward Cundick    tec@princeyeates.com, docket@princeyeates.com;  
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- Peter J. Kuhn tr    Peter.J.Kuhn@usdoj.gov, James.Gee@usdoj.gov;  
Lindsey.Huston@usdoj.gov; Suzanne.Verhaal@usdoj.gov
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- David L. Miller tr    davidlmillerpc@msn.com, ut09@ecfcbis.com;  
dlm@trustesolutions.net
- Sherilyn A. Olsen    solsen@hollandhart.com, intaketeam@hollandhart.com;  
cfries@hollandhart.com

- Ellen E Ostrow eeostrow@hollandhart.com, intaketeam@hollandhart.com; lahansen@hollandhart.com
- George W. Pratt gpratt@joneswaldo.com
- Gifford W. Price gprice@mackeypricelaw.com
- Richard B. Schiro
- Jeffrey Weston Shields jshields@joneswaldo.com, 5962725420@filings.docketbird.com; hloveridge@joneswaldo.com
- Jeremy C. Sink jsink@mbt-law.com
- Jeff D. Tuttle jtuttle@swlaw.com, jpollard@swlaw.com; docket\_slc@swlaw.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- David R. Williams dwilliams@wklawpc.com, kmacrae@wklawpc.com

**By U.S. Mail:** I certify that the parties of record in this case as identified below, are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system:

1st Source Bank

Attn: Christy Bader  
100 North Michigan Street  
South Bend, IN 46601

Mercedes-Benz Financial Services USA LLC  
Anderson Hinkins  
881 Baxter Drive  
South Jordan, UT 84095

Bus Solutions Holdings, LLC,  
dba Bus Solutions, LLC  
900 Ranch Road  
Copper Canyon, TX 76226

Brian Parkinson  
1534 North 300 West  
Sunset City, UT 84015

Country Travel Discoveries  
c/o Brenda L. Flanders  
S. Grace Acosta  
8 East Broadway, Suite 410  
Salt Lake City, UT 84111

John H. Romney  
Plant Christensen & Kanell  
136 East South Temple #1700  
Salt Lake City, UT 84111

Eide Bailly LLP  
Attn: Ted L. Hill  
5 Triad Center Ste 600  
Salt Lake City, UT 84180-1106

SunTrust Equipment Finance & Leasing Corp.  
Hampton Plaza  
300 East Joppa Road, 7th Floor  
Towson, MD 21286

Bryan Gertz  
PO Box 682984  
Park City, UT 84068

Alexander N. Wright  
ASHEN FAULKNER  
217 N. Jefferson St. Suite 601  
Chicago, IL 60661

/s/  
\_\_\_\_\_  
Tiffany B. Lawrence

**CERTIFICATE OF SERVICE**

I hereby certify that on March 31, 2020, I electronically filed the foregoing *proposed ORDER APPROVING TRUSTEE'S MOTION TO APPROVE SETTLEMENT WITH CARING HEARTS WASTACH-IN-HOME CARE, LLC* with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system:

- Brett N. Anderson    bretta@blackburn-stoll.com
- Troy J. Aramburu    taramburu@swlaw.com,  
mrudiger@swlaw.com, docket\_slc@swlaw.com, awayne@swlaw.com
- Megan K Baker    baker.megan@dorsey.com, long.candy@dorsey.com
- Mona Lyman  
Burton    intaketeam@hollandhart.com; slclitdocket@hollandhart.com; lcpaul@hollandhart.com
- Deborah Rae Chandler    dchandler@aklawfirm.com
- Joseph M.R. Covey    calendar@parrbrown.com; nmckean@parrbrown.com
- P. Matthew Cox    bankruptcy\_pmc@scmlaw.com
- T. Edward Cundick    tec@princeyeates.com,  
docket@princeyeates.com; pam@princeyeates.com
- Anna W. Drake    annadrake@att.net, r51122@notify.bestcase.com
- George B. Hofmann    ghofmann@cohnekinghorn.com,  
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- Bradley C. Johnson    bcjohnson@slco.org, AGeorge@slco.org
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- Jeremy C. Sink jsink@mbt-law.com
- Jeff D. Tuttle jtuttle@swlaw.com, jpollard@swlaw.com;docket\_slc@swlaw.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- David R. Williams dwilliams@wklawpc.com, kmacrae@wklawpc.com

I hereby certify that on March 31, 2020, I caused to be served a true and correct copy of the foregoing **ORDER APPROVING TRUSTEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH FRANK SUITTER AND SUITTER LAW OFFICE, PLLC** to be sent by regular first-class United States mail, postage pre-paid, addressed to:

1st Source Bank  
Attn: Christy Bader  
100 North Michigan Street  
South Bend, IN 46601

Bus Solutions Holdings, LLC,  
dba Bus Solutions, LLC  
900 Ranch Road  
Copper Canyon, TX 76226

Country Travel Discoveries  
c/o Brenda L. Flanders  
S. Grace Acosta  
8 East Broadway, Suite 410  
Salt Lake City, UT 84111

Eide Bailly LLP  
Attn: Ted L. Hill  
5 Triad Center Ste 600  
Salt Lake City, UT 84180-1106

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Mercedes-Benz Financial Services USA LLC  
Anderson Hinkins  
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South Jordan, UT 84095

Brian Parkinson  
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Sunset City, UT 84015

John H. Romney  
Plant Christensen & Kanell  
136 East South Temple #1700  
Salt Lake City, UT 84111

SunTrust Equipment Finance & Leasing Corp.  
Hampton Plaza  
300 East Joppa Road, 7th Floor  
Towson, MD 21286

Alexander N. Wright  
ASHEN FAULKNER  
217 N. Jefferson St. Suite 601  
Chicago, IL 60661

\_\_\_\_\_/s/\_\_\_\_\_  
Tiffany B. Lawrence

# EXHIBIT 1

## SETTLEMENT AGREEMENT

David L. Miller, Chapter 7 Trustee for the estate of All Resort Group, Inc. (the "Trustee"), and Caring Hearts Wasatch In-Home Care, LLC ("Caring Hearts") hereby enter into this Settlement Agreement ("Agreement") as follows:

### RECITALS

A. All Resort Group, Inc. ("ARG") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Utah on April 28, 2017 (the "Petition Date").

B. On September 14, 2017, the ARG bankruptcy case was converted to a case under Chapter 7. On the same day, David L. Miller was appointed as the interim Chapter 7 Trustee, and he continues to serve as the permanent Chapter 7 Trustee in the case.

C. Prior to the Petition Date, Caring Hearts provided personal services to Richard Bizzaro, a principal of ARG. Between October of 2013 and March of 2015, Bizzaro caused ARG to make regular payments to Caring Hearts as payment for the service provided.

D. On January 17, 2019, the Trustee filed a Complaint in Adversary Proceeding No. 19-2011 seeking to avoid the payments to Caring Hearts in the total amount of \$53,766.12. Caring Hearts appeared through counsel and filed an Answer on March 5, 2019.

E. The parties have engaged in substantial negotiations in an effort to resolve the matter. To avoid the expense, uncertainty, delay, and risk that would accompany litigation, the Trustee and Caring Hearts now desire to resolve and settle all disputes between them on the terms and conditions set forth herein and as a compromise of disputed claims that is made without admission as to any claim or defense of any party.

### AGREEMENT

WHEREFORE, the parties now agree as follows:

1. Upon execution of this Agreement, Caring Hearts will pay to the Trustee the sum of \$10,000.00, payable as follows: (a) \$2,500.00 to be paid immediately upon execution of the agreement into the client trust account of the Trustee's counsel, Strong & Hanni, P.C.; (b) three additional payments of \$2,500.00 each due on February 15, 2020, March 15, 2020, and April 15, 2020, to be made payable to David L. Miller, Chapter 7 Trustee, and to be delivered to his counsel at the offices of Strong & Hanni, PC, 102 South 200 East, #800, Salt Lake City, Utah 84111.

2. The parties understand that this Agreement is subject to and conditioned upon Court approval. Upon execution, the Trustee agrees to move for Court approval in the ARG bankruptcy case, and Caring Hearts agrees to cooperate with the Trustee and to take all actions



reasonably requested by the Trustee to support the Trustee's motion. If court approval cannot be obtained, the Trustee agrees to refund the amounts paid hereunder, and the parties will proceed as if no settlement was reached.

3. Upon Court approval and receipt of all of the payments called for herein, the Trustee will prepare and file a stipulated Motion to Dismiss the Adversary Proceeding with prejudice, with all parties to bear their own costs and attorneys' fees.

4. The Trustee, upon receipt of the payments described above and upon approval of the Agreement by the Court, does hereby release, waive, and discharge Caring Hearts, its employees, agents, attorneys, and successors in interest of all liabilities, debts, causes of action, rights and other claims arising out of the business relationship between Caring Hearts and ARG, including the ARG bankruptcy. To the fullest extent permitted by law, this release and waiver shall apply broadly to all claims of every type, whether known or unknown and whether currently existing or accruing in the future.

5. Caring Hearts does hereby release, waive and discharge all liability, debts, causes of action, rights, and other claims he has asserted or could assert against the Trustee and/or the bankruptcy estate in the ARG bankruptcy case relating to the subject matter of the Adversary Proceeding, the ARG Bankruptcy, or its relationship with ARG or Richard Bizzaro. To the fullest extent permitted by law, this release and waiver shall apply broadly to all claims of every type, whether known or unknown and whether currently existing or accruing in the future. Caring Hearts specifically waives any proof of claim that has been or could be filed in the case on its behalf, including any claim that could be filed pursuant to 11 U.S.C. § 502 (h). Caring Hearts does not waive claims, if any, that it may have against Richard Bizzaro.

6. In the event of a default in the payments to be made under this Agreement, the Trustee may deliver written notice to Caring Hearts through its counsel, and Caring Hearts shall have 14 days from receipt of notice to cure the default. If the default is not cured within 14 days, the Trustee may submit a declaration to the Court setting forth the fact of such default, the payments made hereunder, and a request for entry of judgment, and the Court shall enter a judgment for the full amount prayed in the Complaint less the payments that the Trustee has actually received.

7. This Settlement Agreement constitutes the full and complete agreement of the parties with respect to the subject matter addressed herein, and the parties agree that all prior negotiations, communication, representations, and discussions are merged into this Settlement Agreement.

8. The parties agree and represent that they have had opportunity to consult with the legal counsel of their choosing in all matters related to this Settlement Agreement, and that they have had opportunity to read, review, and understand this Settlement Agreement before signing it. The parties agree and represent that they signed this Settlement Agreement based on their own free will and without duress or compulsion, and that they are authorized to sign in the capacity indicated.

SIGNED by the parties as follows:

CARING HEARTS WASATCH  
IN-HOME CARE, LLC

By: 

Its: Jared E. Tolman

Date: 1/13/2020

TRUSTEE



David L. Miller, Chapter 7 Trustee

Date: 1/20/2020